



THE U.S. FOREST SERVICE AND THE  
U.S. GENERAL SERVICES ADMINISTRATION  
INVITE YOU TO PARTICIPATE IN THE OPPORTUNITY TO  
PURCHASE PROPERTY IN SCOTTSDALE, ARIZONA



# CAVE CREEK

## ADMINISTRATIVE SITE

This sale consists of 4 separate offerings. Each of the three individual sale parcels  
Parcel A: 4.98 +/- acres, Parcel B: 9.4 +/- acres, Parcel C: 2.8 +/- acres may be purchased  
separately. Parcel D, which consists of all three individual sale parcels (A, B and C) is also  
available for purchase as a separate offering.

The property is located at the intersection of Cave Creek Road and Bartlett Dam Road,  
Scottsdale, AZ. The property is 35 miles north of Phoenix and 130 miles south of Flagstaff.

### Auction Summary

Sale Type:	Online Auction		
Start Date:	June 20, 2006		
End Date:	Based on Bidding		
Suggested Opening Bid:	Parcel A:	\$1,000,000	
	Parcel B:	\$2,000,000	
	Parcel C:	\$250,000	
	Parcel D:	\$3,250,000	
Registration Deposit:	Parcel A:	\$100,000	
	Parcel B:	\$200,000	
	Parcel C:	\$50,000	
	Parcel D:	\$350,000	
Bid Increments:	Parcel A:	\$75,000	
	Parcel B:	\$50,000	
	Parcel C:	\$75,000	
	Parcel D:	\$75,000	
Sales Briefing Opportunity: Thursday, June 8, 2006; 8-11 am			

### Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Click on the state of Arizona to view and  
download Property sales information

### For More Sales Information

Angela La Monica, Realty Officer  
1-888-472-5263 (GSA-LAND), ext. 3430  
e-mail: [angela.lamonica@gsa.gov](mailto:angela.lamonica@gsa.gov)

### Send Bid Form & Registration Deposit to:

U.S. General Services Administration  
Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Angela La Monica, Realty Officer

### Online Auction

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid.

### Property Code

Parcel A:	118
Parcel B:	119
Parcel C:	120
Parcel D:	121

### For Online Auction Assistance

Gina Arias-Arrieta, Realty Officer  
1-888-472-5263 (GSA-LAND), ext. 3431

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## PROPERTY DESCRIPTION

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### 1. LOCATION AND SETTING

The Property is located at the intersection of Cave Creek Road and Bartlett Dam Road in Scottsdale, AZ, east of the towns of Cave Creek and Carefree.

Cave Creek and Carefree are hidden oases offering the charm of small western towns, yet conveniently located 35 miles north of Phoenix and 130 miles south of Flagstaff. The Tonto National Forest borders the towns to the north and the east. With several golf courses, dozens of hiking trails and close proximity to Bartlett Lake and the Verde River, the area is an ideal place for nature enthusiasts.

### 2. SALE PARCEL DESCRIPTIONS

The Property will be offered for sale as either three (3) separate sale parcels or one;

**Parcel A:** 4.98 +/- acres with 0.98 +/- encumbered by road right-of-way

**Parcel B:** 9.4 +/- acres with 2.157 +/- acres encumbered by road right-of-way

**Parcel C:** 2.8 +/- acres with 1.54 +/- acres encumbered by road right-of-way.

**Parcel D:** (Parcels A, B & C): The entire 17.18 +/- acres encumbered by 4.677 +/- road right-of-way.

### 3. DRIVING DIRECTIONS

From Phoenix: Take AZ-51 North approximately 15 miles. Take AZ-101 east approximately 4 miles. Take the Scottsdale Road exit and make a left onto north Scottsdale Road and travel approximately 6 miles. Make a right onto East Dynamite Boulevard and travel approximately 2 miles. Make a left onto North Pima Road and travel for approximately 5 miles. Turn right onto East Cave Creek Road and travel approximately 4 miles. The Property is on the right at the intersection of East Cave Creek Road and Bartlett Dam Road.

### 4. ACCESS

Parcel A and B are accessible from Cave Creek Road. Parcel C is accessible from Cave Creek Road and Bartlett Dam Road.

### 5. LEGAL DESCRIPTIONS

See Exhibit I for the Legal Descriptions of each Sale Parcel.

### 6. EXISTING EASEMENTS AND RESERVATIONS

The Parcels will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

Exhibit II contains known reservations, easements and special use permits and/or rights of prior use, which will be recognized by easements, executed by the non-Federal party (the Purchaser) in favor of the outstanding rights holders on the Property.

Arizona Public Service (APS) maintains a 12 kV underground power distribution line that lies within and on the west side of the Cave Creek Road easement.

Qwest Communications maintains underground telephone lines in the same corridor with APS.

The City of Scottsdale holds a Forest Roads and Trails Act easement for 55 feet either side of the centerline of Cave Creek Road. Maricopa County holds a Forest Roads and Trails Act easement for 100 feet on either side of the centerline for Bartlett Lake Road.



The City of Scottsdale maintains a permit for an irrigation water transmission line that runs along the east side of Cave Creek Road.

## **7. UTILITIES**

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities.

**Electricity:** Arizona Public Service  
(928) 646-8412

**Telephone:** Qwest  
(800) 244-1111

**Natural Gas:** Southwest Gas  
(480) 488-3402

**Sewer:** City of Scottsdale  
(480) 312-2461

**Water:** City of Scottsdale  
(480) 312-2461



## GENERAL TERMS OF SALE

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### 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders, Exhibits, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

### 2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

### 3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

All of the Parcels are unimproved and available for inspection at any time without a General Services Administration or a U.S. Forest Service representative. However, interested parties are

encouraged to participate in one of the sales briefings conducted by Forest Service personnel.

#### Sales Briefing Opportunity:

Thursday, June 8, 2006; 8-11 am

### 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

### 5. ZONING

Parcels A and B are located within the City of Scottsdale, Arizona and subject to the conditions of the Scottsdale General Plan and other applicable development regulations. Parcel A is currently going through the zoning process and anticipated to be zoned residential R1-190. Parcel B is currently zoned residential R1-190.

Parcel C is located in un-incorporated Maricopa County, Arizona and subject to zoning by Maricopa County. The parcel is currently un-zoned.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract



resulting from this Invitation for Bids or sale agreement.

**For more zoning information on Parcel A and B, please contact the City of Scottsdale:**

City of Scottsdale  
Planning and Development Services  
7447 E. Indian School Rd  
Scottsdale, AZ 85251  
Tim Conner, Senior Planner  
(480)312-7833  
[Tconner@scottsdaleaz.gov](mailto:Tconner@scottsdaleaz.gov)

**For more zoning information on Parcel C, please contact Maricopa County:**

Maricopa County  
Planning and Development  
501 North 44th St Phoenix, AZ 85008  
Phone: (602) 506-3301  
<http://www.maricopa.gov/planning/>

## **6. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## **7. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## **8. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The

processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason

## **9. CONTRACT**

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. The bid acceptance will include a Purchase and Sale Agreement to be executed by the purchaser. A sample Purchase and Sale Agreement is displayed as Exhibit III. The Government reserves the right to insert reasonable changes to this document at any time prior to its execution. In the event of a conflict between the IFB and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government. Any assignment transaction without such consent shall be void.

## **10. TAXES AND CLOSING COSTS**

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.



## **11. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **12. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

## **13. TITLE EVIDENCE**

The successful bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Sale Parcels.

## **14. TITLE**

If a bid for the purchase of the property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

## **15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date to be not later than sixty (60) calendar days after acceptance of the bid. Prior to closing, the successful bidder may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees shall be borne solely by the successful bidder. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the successful bidder shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

## **16. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is





caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **17. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

#### **18. DOCUMENTARY STAMPS AND COST OF RECORDING**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

Conformed copies of the recorded Quitclaim Deed shall be provided by the Purchaser to the Forest Service and to GSA at the following addresses:

U.S. Forest Service  
Tonto National Forest  
2324 E. McDowell Road  
Phoenix, AZ 85006  
Attn: Emily Garber

GSA Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102-3434  
Attn: Clark Van Epps, Director

#### **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property offered in the IFB.

#### **20. ANTI-TRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

#### **21. ADDITIONAL INFORMATION**

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Sale Parcels offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

#### **22. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.



# ONLINE AUCTION INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction starts on Tuesday, June 20, 2006 at 9:00 a.m. Pacific Time (PT) and will be conducted online at [www.auctionrp.com](http://www.auctionrp.com).

## 2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at [www.auctionrp.com](http://www.auctionrp.com) and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at [www.auctionrp.com](http://www.auctionrp.com) with at least three days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. SUGGESTED OPENING BID

Bids may be submitted individually for each parcel or for all three parcels together. All bids will be considered on their own merit. The high bid for each parcel will be compared to the high bid for the entire property, if any. An award will be made in the best interest of the government.

The suggested opening bid is:

<u>Parcel A:</u>	\$ 1,000,000
<u>Parcel B:</u>	\$ 2,000,000
<u>Parcel C:</u>	\$ 250,000
<u>Parcel D (A, B &amp; C) :</u>	\$ 3,250,000

The suggested opening bid amounts do not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION

a) Bidder registration is a 3-step process:

(1) An interested bidder should register online at the auction web site, [www.auctionrp.com](http://www.auctionrp.com).

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit must accompany your Bidder Registration and Bid Form.

The registration deposit for each parcel is:

<u>Parcel A:</u>	\$ 100,000
<u>Parcel B:</u>	\$ 200,000
<u>Parcel C:</u>	\$ 50,000
<u>Parcel D (A, B &amp; C) :</u>	\$ 350,000

(Registering for Parcel D allows the bidder to bid on each of the individual sale parcels A, B & C. Those who register for parcel D may also bid on the entire parcel known as Parcel D.)





The registration deposit must be in the form of a cashier's check, certified check, or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration".

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: [www.auctionrp.com](http://www.auctionrp.com). Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password as discussed below or will an initial written bid be posted online. All Registration Deposits received will be deposited with the US Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102-3434  
Attn: Angela La Monica, Realty Officer

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sales until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens.

## 6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include at a minimum: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction web page, [www.auctionrp.com](http://www.auctionrp.com). In the event you forgot your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

## 7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.



## 8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the property information at our Home Page [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

Bidders will be notified via the auction web site when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 1-888-472-5263 (GSA-LAND), ext. 3431 or ext. 3430.** Bidders are urged to pay close attention to the auction web page which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. **Increased bids must be at least Seventy-Five Thousand Dollars (\$75,000.00) more than the previous high bid for parcel A, B and D and at least Fifty Thousand Dollars (\$50,000.00) more than the previous high bid for parcel C, in order to be considered.** The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. Mail or on-line, the first bid received will be recognized.

## 10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. The date may be different for each of the four parcels. That date will be announced on the auction web page [www.auctionrp.com](http://www.auctionrp.com). On that date, if no increased bid is received by 3 p.m. Pacific Time (PT), then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the **next business day**, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. PT on that day. There is no advantage to waiting until the last minute to bid.

## 11. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

## 12. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining who the high bidder is and the high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

## 13. 10% BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will



equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

b) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within **sixty (60) calendar days** after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by US Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the US Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit. Bidders that provided the Registration Deposit by credit card will receive a refund by an appropriate credit to the credit card account provided.

d) Registration deposits received from the two highest bidders will be held as stipulated in **Paragraph 14, Back-up Bidder**. All other registration deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

#### **14. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second

highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. If a bidder is registered for parcel D, and they are the second high bidder for parcel A, B, C or D the registration deposit of \$350,000 will be refunded only when the high bidder for the individual parcel(s) has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be refunded by US Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

#### **15. ONLINE BIDDING**

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.



If your bid is not accurately shown or you can not enter a bid at [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at (888) GSA-LAND ext. 3431 or 3430 for assistance.

#### **16. BID EXECUTED ON BEHALF OF BIDDER**

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the

corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.



**CAVE CREEK ADMINISTRATIVE SITE**

17.81± (4 Parcels)

**BIDDER REGISTRATION AND BID FORM  
FOR PURCHASE OF GOVERNMENT PROPERTY**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Angela La Monica, Realty Officer

The undersigned bidder hereby offers and agrees to purchase the Parcel(s) identified below, as described in the accompanying Invitation for Bids, for the bid price entered below or subsequent bids placed online, if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the Invitation for Bids No 9PR-2006-118/121, including its Property Description, General Terms of Sale, Instructions to Bidders and Notices and Covenants, including any amendments, all of which are incorporated herein, and by reference, made a part of this initial bid and subsequent bids placed online at [www.auctionrp.com](http://www.auctionrp.com).

REGISTRATION    ☐ Parcel A \$100,000    ☐ Parcel B \$200,000    ☐ Parcel C \$50,000  
DEPOSIT:        ☐ Parcel D (Parcel A, B & C) \$350,000

INITIAL BID AMOUNT:        \$ \_\_\_\_\_

BID AMOUNT SPELLED OUT: \_\_\_\_\_

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):**

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**CAVE CREEK ADMINISTRATIVE SITE**  
17.81 Acres  $\pm$  (4 Parcels)

**CERTIFICATE OF CORPORATE BIDDER**

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_,  
(Name of Authorized Representative)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_  
(Official Title)

of said Corporation that said bid was duly signed for and on behalf of said Corporation by authority of  
its governing body and is within the scope of its corporate powers.

Signature of Certifying  
Officer:

\_\_\_\_\_

(Corporate Seal Here)





## CAVE CREEK ADMINISTRATIVE SITE

17.81 Acres  $\pm$  (4 Parcels)

### REGISTRATION DEPOSIT BY CREDIT CARD

For use with Bidder Registration and Bid Form for Purchase of Government Property

#### SEND THIS FORM TO:

U.S. General Services Administration  
Office of Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Angela La Monica

#### REGISTRATION DEPOSIT:

Parcel <input type="checkbox"/> A	\$100,000.00
<input type="checkbox"/> B	\$200,000.00
<input type="checkbox"/> C	\$50,000.00
<input type="checkbox"/> D (A, B & C)	\$350,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid No. 9PR-2006-118/121 and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **Online Auction Instructions, Page 8, Paragraph 5, Registration Deposit Terms**. In the event that applicant becomes the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT I**  
**LEGAL DESCRIPTIONS**

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**Parcel A**

T. 6 N., R. 5 E., Gila and Salt River Meridian, Maricopa County, Arizona,  
Section 22 - Lot 13

Containing 4.98 record acres, more or less.

**Parcel B**

T. 6 N., R. 5 E., Gila and Salt River Meridian, Maricopa County, Arizona  
Section 22 - Lots 14, 15, 19 and 22

Containing 9.4 record acres, more or less.

**Parcel C**

T. 6 N., R. 5 E., Gila and Salt River Meridian, Maricopa County, Arizona  
Section 22 - Lot 21

Containing 2.8 record acres, more or less.

**Parcel D**

T. 6 N., R. 5 E., Gila and Salt River Meridian, Maricopa County, Arizona  
Section 22 - Lots 13, 14, 15, 19, 21 and 22

Containing 17.18 record acres, more or less.



## EXHIBIT II

### RESERVATIONS, EASEMENTS AND SPECIAL USE PERMITS

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All Deeds will contain the following reservation:

- Reservation by the United States:

EXCEPTING AND RESERVING to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States according to the provision of the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

#### Existing Easements

*Affecting Parcels A, B, C:*

Portion of existing road easement to City of Scottsdale for a portion of Cave Creek Road, aka "Seven Springs Road," 110 feet wide (55 feet each side of centerline) in Section 22, T. 6 N., R. 5 E. Issued August 8, 2003 and recorded August 28, 2003 in Official Records of Maricopa County Recorder. West half of easement (55 feet from centerline) crosses affected parcels.

*Affecting Parcel C:*

Portion of existing road easement to Maricopa County for Barlett Lake Road, 200 feet wide (100 feet each side of centerline). Issued July 19, 1990 and recorded August 10, 1990 in Official Records of Maricopa County Recorder, record number 90 361269. South half of easement (100 feet from centerline) crosses affected parcel.

#### Special Use Permits

*(Special Use Permits and/or rights of prior use will be recognized by easements executed by the non-federal party in favor of the outstanding rights holders. All uses listed below are located within existing road rights-of-way.)*

*Affecting Parcels B and C:*

Existing buried water transmission line, 12 feet wide over and across a portion of Section 22, T. 6 N., R. 5 E. authorized under Special Use Permit (TON256) issued to City of Scottsdale on April 4, 2003.

*Affecting Parcels A, B, and C:*

Existing buried electric utility line, 20 feet wide over and across a portion of Section 22, T. 6 N., R. 5 E. authorized under Master Special Use Permit (TON4019-17) issued to Arizona Public Service Company on June 5, 1997.

Existing buried telecommunications utility line, 20 feet wide over and across a portion of Section 22, T. 6 N., R. 5 E. authorized under Master Special Use Permit (TON4016-03) issued to U.S. West [now Qwest] on June 15, 1973



### EXHIBIT III

## SAMPLE PURCHASE AND SALE AGREEMENT

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THIS PURCHASE AND SALE AGREEMENT, made and entered into on this xxxx day of xxxx, 2006, by and between xxxx, herein after referred to as the Purchaser, and the United States of America, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the Forest Service. This Agreement is hereby executed pursuant to provisions of the Arizona National Forest Improvement Act of 2000 (P.L. 106-458)

#### WITNESSETH:

WHEREAS, a tract of land, described as Cave Creek Administrative Site, totaling approximately xxxx acres, more or less, located in Maricopa County, State of Arizona, was offered for sale to the purchase at the approved value of \$ xxxx; and

WHEREAS, the Purchaser has agreed to purchase said tract at the cash price of \$ xxxx;

WHEREAS, the Purchaser has deposited \$ xxxx, 10% of the total bid price, and

WHEREAS, the General Sales Terms of Sale require the Purchaser to bear the cost of certain work and services required to convey the tract.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement and the U.S. General Services Invitation for Bids 9PR-2006-118/121, the parties agree as follows:

#### A. The Purchaser shall:

1. Make payment in the amount of \$ xxxx on or before xxxx, 2006. Said payment, along with the amount now held in deposit shall constitute full payment of the bid price for the following described property:

Gila and Salt River Meridian, Maricopa County, Arizona

T. 6 N., R. 5 E.

Sec 22 - - Lots xxxx

Containing xxxx acres, more or less.

Subject to:

**Reservation by the United States:**

EXCEPTING AND RESERVING to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States according to the provision of the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

**Outstanding Rights:**

(Applicable easements and permits listed here)

2. Pay document recording fees.

#### B. The Forest Service shall:

1. Upon receipt of payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the herein described property to the Purchaser.



C. Other Terms and Conditions:

1. This Agreement shall be effective upon execution by both parties.
2. This Agreement shall remain in full force and effect until xxxxx, 2006, or until the herein required payments are made and a Quitclaim Deed is issued, whichever comes first.
3. Title insurance, if needed by the Purchaser for the real property described herein shall be the responsibility of the purchaser.
4. Both parties hereby certify they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other party of any such finding during the life of this agreement. Notwithstanding such notice, the Forest Service shall furnish a Hazardous Substance Report on the property described herein.
5. This Sale Agreement is legally binding on both parties subject to the terms and conditions herein, provided:
  1. The agreement is not terminated by mutual consent or upon such terms as may be provided in the agreement.
  2. No substantial loss or damage occurs to the property(ies) from any cause.
  3. No undisclosed hazardous substances are found on the property(ies) prior to the conveyance;
  4. Substitute easements are agreed to between the Purchaser and valid holders of Forest Service authorizations.
6. All terms and conditions with respect to this agreement are expressly contained herein and the purchaser agrees that no representative or agent of the United States has made representations or promises with respect to this agreement not expressly contained herein.
7. No Member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 USC 431, 433)

IN WITNESS THEREOF, the parties hereto have executed this agreement.

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Purchaser

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H. WAYNE THORNTON  
Director, Land and Minerals  
Southwestern Region, USDA Forest Service  
(*authorized officer*)



## ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me this xxxx day of xxxx, 2006, by xxxx, known to me and he executed same as the free act for the purposes therein contained.

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Notary Public

My Commission expires: xxx

The foregoing instrument was acknowledged before me this xxxx day of xxxx, 2006, by H. Wayne Thornton, known to be to be the Director of Lands and Minerals, Southwestern Region, Forest Service, United States Department of Agriculture, who being by me duly sworn stated that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act on behalf of the United States of America for the purposes therein contained.

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Notary Public

My Commission expires: xxxx

